

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9

IN THE MATTER OF: POLLOCK SUPERFUND))	Docket Number: 2000-04
SITE)	
UNDER THE AUTHORITY OF THE)	AGREEMENT AND COVENANT
COMPREHENSIVE ENVIRONMENTAL)	NOT TO SUE SAN FERNANDO
RESPONSE, COMPENSATION, AND)	ROAD HOLDINGS, LLC
LIABILITY ACT OF 1980, 42 U.S.C.)	
§ 9601, <u>et seq.</u> , as amended.)	
)	

I. INTRODUCTION

1. This Agreement and Covenant Not to Sue ("Agreement") is made and entered into by and between the United States on behalf of the Environmental Protection Agency ("EPA") and San Fernando Road Holdings, LLC ("Settling Respondent") (collectively the "Parties").

2. This Agreement is entered into pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., and the authority of the Attorney General of the United States to compromise and settle claims of the United States.

3. This Agreement relates to property located at 3332-3340, 3360, 3368, 3370, 3380, 3424 and 3550 San Fernando Road, in the City of Los Angeles, Los Angeles County, California (the "Property"), which is currently used as an industrial warehouse park under the name "Glendale Gateway Center." A map showing the Property and the Site (hereinafter defined) is attached hereto as Exhibit 2. The Property is improved with eight one and two story industrial warehouse buildings, and consists of approximately 20.48 acres currently owned in fee (the "Fee Portion") by the Settling Respondent and an approximately 1 acre portion (the "Ground Lease Portion"), which is ground leased by the Settling Respondent. A legal description of the Fee Portion of the Property is attached hereto as Exhibit 1A. A legal description of the Ground Lease Portion of the Property is attached hereto as Exhibit 1B.

4. Settling Respondent purchased the Property from NewLowe Properties, a California general partnership ("Seller") on April

b. any hazardous substances, pollutants or contaminants that migrated from the Property prior to the effective date of this Agreement; and

c. any hazardous substances, pollutants or contaminants presently at the Site that migrate onto or under or from the Property after the effective date of this Agreement.

12. "Parties" shall mean the United States, on behalf of EPA, and the Settling Respondent.

13. "Property" shall mean that portion of the Site, encompassing approximately 21.48 acres, which is described in Exhibits 1A and 1B of this Agreement.

14. "Settling Respondent" shall mean San Fernando Road Holdings, LLC, a Delaware limited liability company.

15. "Site" shall mean the San Fernando Valley Superfund Sites, also known as Areas 1-4, located generally in the City of Los Angeles, County of Los Angeles, California, and depicted generally on the map attached to this Agreement as Exhibit 2. The Site shall include the Property, and all areas to which hazardous substances and/or pollutants or contaminants have come to be located.

16. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

III. STATEMENT OF FACTS

17. The Property lies within the boundaries of the Site. Groundwater underlying the Site has been contaminated with volatile organic compounds, including trichloroethylene ("TCE") and tetrachloroethylene ("PCE"). The Los Angeles Department of Water & Power ("DWP"), which operates the drinking water supply wells located within the Site, has undertaken the design and implementation of a well head treatment remediation system at certain wells within the Site.

18. The Property has been used for industrial warehousing since approximately the late 1960's. Historically, the Property was used for furniture and automotive manufacturing from approximately 1927 to 1965.

22, 1999. Settling Respondent intends to continue the current use of the Property as an industrial warehouse park.

5. Settling Respondent is a Delaware limited liability company whose address is Two Center Plaza, Suite 200, Boston, Massachusetts 02108-1906.

6. The Parties agree to undertake all actions required by the terms and conditions of this Agreement. The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained in Sections VIII, IX, X and XI, the potential liability of the Settling Respondent for the Existing Contamination at the Property that would otherwise result from Settling Respondent becoming the owner of the Property.

7. The Parties agree that the Settling Respondent's entry into this Agreement, and the actions undertaken by the Settling Respondent in accordance with this Agreement, do not constitute an admission of any liability by the Settling Respondent.

8. The resolution of this potential liability, in exchange for provision by the Settling Respondent to EPA of a substantial benefit, is in the public interest.

II. DEFINITIONS

9. Unless otherwise expressly provided herein, terms used in this Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations, including any amendments thereto.

10. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

11. "Existing Contamination" shall mean:

a. any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the effective date of this Agreement;

19. In connection with the removal of two 10,000 gallon gasoline and diesel storage tanks in 1990, Seller detected a release of petroleum hydrocarbons that had impacted both the underlying soil and groundwater.

20. As part of Seller's investigation and remediation efforts, Seller installed four groundwater monitoring wells in November 1994. Results from sampling these wells revealed the presence of chlorinated hydrocarbon contamination underlying the Property.

21. Extensive additional subsurface investigations at the Property have been completed under the supervision and oversight of the California Regional Water Quality Control Board - Los Angeles Region (the "RWQCB"). Such investigations have confirmed the presence of volatile organic compounds ("VOCs"), primarily PCE and TCE, in the subsurface soils and groundwater underlying the Property.

22. At the direction of the RWQCB, additional off-site investigations were conducted to assess the lateral extent of migration of the VOC contamination from the Property. The off-site groundwater investigation was conducted by Seller in September 1997 and the results are documented in a report entitled "Newlowe Off-Site Investigation Report" dated September 22, 1997, prepared by Harding Lawson Associates. Based upon the results of this investigation, it was determined that impacts to groundwater from the VOC contamination at the Property extended off-site to an area between Casitas and La Clede Avenues. A "No Further Action" letter was issued by the RWQCB for off-site groundwater assessment and investigation on October 22, 1997.

23. Seller installed a vapor extraction system for soil remediation and a groundwater pump and treat extraction system for groundwater remediation in July 1998. Such remediation systems have been operational since July 1998.

24. On February 11, 1999, the RWQCB issued Cleanup and Abatement Order No. 99-002 (the "Cleanup Order") that required Seller to clean up and abate the soil and groundwater contamination caused by the petroleum hydrocarbon and VOC releases at the Property.

25. The Settling Respondent represents, and for the purposes of this Agreement EPA relies on those representations, that Settling Respondent's involvement with the Property and the Site has been

limited to the following: retaining an outside consultant to perform a Phase I Environmental Site Assessment. Settling Respondent has otherwise had no prior involvement with the Site or the Existing Contamination.

IV. PAYMENT

26. In consideration of and in exchange for the United States' Covenant Not to Sue in Section IX herein, Settling Respondent agrees to pay to EPA the sum of \$200,000 (two hundred thousand dollars), within 15 (fifteen) days of the date that the Settling Respondent receives notice from the EPA that the public comment period for this Agreement has expired and that the United States has determined not to withdraw its consent to this Agreement. The Settling Respondent shall make all payments required by this Agreement in the form of a certified check or checks made payable to "EPA Hazardous Substance Superfund," referencing EPA Region IX, EPA Docket Number 2000-04, and Site/Spill ID # 09T5, DOJ case number 90-11-2-442/4 and the name and address of Settling Respondent. Settling Respondent shall send such payments to the following address:

U.S. EPA
Region IX, Attn: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

Notice of payment (including a copy of the check and transmittal letter) shall be sent to those persons listed in Section XVI (Notices and Submissions) and to the following persons:

Catherine Shen
Financial Management Specialist (PMD-6)
USEPA Region IX
75 Hawthorne St.
San Francisco, CA 94105

Chief, Environmental Enforcement Section
Attn: DJ#90-11-2-442/4 (Rockett)
U.S. Department of Justice
301 Howard Street, Suite 870
San Francisco, CA 94105

27. Amounts due and owing pursuant to the terms of this Agreement but not paid in accordance with the terms of this Agreement shall accrue interest at the rate established pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), compounded on an annual basis.

V. WORK TO BE PERFORMED

28. As additional consideration for and in exchange for the United States' Covenant Not to Sue in Section IX herein, Settling Respondent agrees to perform and comply with all of the terms and conditions of the Cleanup Order as it now exists or is modified or supplemented by the RWQCB in the future. Settling Respondent currently estimates that this work will cost approximately \$1.5 million but this amount is not a limit on what Settling Respondent may be required to spend by the Regional Board. A copy of the Cleanup Order is attached to this Agreement as Exhibit 3.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST

29. Commencing upon the date that Settling Respondent acquires title to the Property, Settling Respondent agrees to provide to EPA, its authorized officers, employees, representatives, and all other persons performing response actions under EPA or RWQCB oversight, an irrevocable right of access at all reasonable times to the Property and to any other property to which access is required for the implementation of response actions at the Site, to the extent access to such other property is controlled by the Settling Respondent, for the purposes of performing and overseeing response actions at the Site under federal and state law. EPA agrees to provide reasonable notice to the Settling Respondent to the extent practicable of the timing of response actions to be undertaken at the Property. Notwithstanding any provision of this Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 ("RCRA") et. seq., and any other applicable statute or regulation, including any amendments thereto.

30. With respect to any Property owned or controlled by the Settling Respondent that is located within the Site, within 15 (fifteen) days after Settling Respondent receives notice from EPA

that the public comment period has expired and the United States has determined not to withdraw its consent to this Agreement, Settling Respondent shall submit to EPA for review and approval a notice to be filed with the Recorder's Office, Los Angeles County, State of California, which shall provide notice to all successors-in-title that the Property is part of the Site and is subject to this Agreement. The Settling Respondent shall record the notice(s) within 10 (ten) days of EPA's approval of the notice(s). The Settling Respondent shall provide EPA with a certified copy of the recorded notice(s) within 10 (ten) days of recording such notice(s).

31. The Settling Respondent shall ensure that assignees, successors in interest, lessees, and sublessees of the Property shall provide the same access and cooperation. Settling Respondent's present right to access to the Property may be limited by restrictions contained in approximately 25 tenant leases that were in place prior to the effective date and assumed by Settling Respondent when it acquired the Property. Settling Respondent agrees to use best efforts to obtain access where access is restricted by a lease provision that cannot be modified to comply with this Section. The Settling Respondent shall ensure that a copy of this Agreement is provided to any current lessee or sublessee on the Property as of the effective date of this Agreement and shall ensure that any subsequent leases (including amendments or extensions of current leases), subleases, assignments or transfers of the Property or an interest in the Property are consistent with this Section, Section V (Work to be Performed) and Section XII (Parties Bound/Transfer of Covenant) of this Agreement.

VII. DUE CARE/COOPERATION

32. The Settling Respondent shall exercise due care at the Site with respect to the Existing Contamination and shall comply with all applicable local, State of California, and federal laws and regulations. The Settling Respondent recognizes that the implementation of response actions at the Site may interfere with the Settling Respondent's use of the Property, and may require closure of its operations or a part thereof. The Settling Respondent agrees to cooperate fully with EPA in the implementation of response actions at the Site and further agrees not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use

reasonable efforts to minimize any interference with the Settling Respondent's operations by such entry and response. In the event the Settling Respondent becomes aware of any action or occurrence which causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Respondent shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, immediately notify EPA of such release or threatened release.

VIII. CERTIFICATION

33. By entering into this Agreement, the Settling Respondent certifies that to the best of its knowledge and belief it has fully and accurately disclosed to EPA all information known to Settling Respondent and all information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the Site and to its qualification for this Agreement. The Settling Respondent also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Site. If the United States determines that information provided by Settling Respondent is not materially accurate and complete, this Agreement, within the sole discretion of the United States, shall be voidable and the United States reserves all rights it may have.

IX. UNITED STATES' COVENANT NOT TO SUE

34. Subject to the Reservation of Rights in Section X of this Agreement, upon payment of the amount specified in Section IV (Payment) of this Agreement and contingent upon completion of the work specified in Section V (Work to be Performed) to the satisfaction of the RWQCB, the United States on behalf of EPA covenants not to sue or take any other civil or administrative action against Settling Respondent for any and all civil

liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), with respect to the Existing Contamination.

X. RESERVATION OF RIGHTS

35. The covenant not to sue set forth in Section IX above does not pertain to any matters other than those expressly specified in Section IX (United States' Covenant Not to Sue). The United States reserves and this Agreement is without prejudice to all rights against Settling Respondent with respect to all other matters, including but not limited to, the following:

a. claims based on a failure by Settling Respondent to meet a requirement of this Agreement, including but not limited to Section IV (Payment), Section V (Work to be Performed), Section VI (Access/Notice to Successors in Interest), Section VII (Due Care/Cooperation) and Section XV (Payment of Costs);

b. any liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Site caused or contributed to by Settling Respondent, its successors, assignees, lessees or sublessees;

c. any liability resulting from exacerbation by Settling Respondent, its successors, assignees, lessees or sublessees, of the Existing Contamination;

d. any liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, at the Site after the effective date of this Agreement, not within the definition of the Existing Contamination;

e. criminal liability;

f. liability for damages for injury to, destruction of, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss; and

g. liability for violations of local, State or federal law or regulations.

36. With respect to any claim or cause of action asserted by the United States, the Settling Respondent shall bear the burden of

proving that the claim or cause of action, or any part thereof, is attributable solely to the Existing Contamination.

37. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Agreement.

38. Nothing in this Agreement is intended to limit the right of EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Respondent to perform or pay for response actions at the Site. Nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by EPA in exercising its authority under federal law. Settling Respondent acknowledges that it is purchasing Property where response actions may be required.

XI. SETTLING RESPONDENT'S COVENANT NOT TO SUE

39. In consideration of the United States' Covenant Not To Sue in Section IX of this Agreement, the Settling Respondent hereby covenants not to sue and not to assert any claims or causes of action against the United States, including any department, agency or instrumentality of the United States, its authorized officers, employees, or representatives with respect to the Site or this Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507, through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law; any claim against the United States under CERCLA Sections 107 or 113 related to the Site; or at common law arising out of or relating to access to, land use restrictions, or response activities undertaken at the Site; or any other claims arising out of response activities at the Site, including claims based on EPA's oversight of such activities or approval of plans for such activities.

40. The Settling Respondent reserves, and this Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Respondent's plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XII. PARTIES BOUND/TRANSFER OF COVENANT

41. This Agreement shall apply to and be binding upon the United States, on behalf of EPA, and shall apply to and be binding upon the Settling Respondent, its officers, directors, employees, successors, and assigns. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party.

42. Notwithstanding any other provisions of this Agreement, all of the rights, benefits and obligations conferred upon Settling Respondent under this Agreement may be assigned or transferred to any person only with the prior written consent of EPA in its sole discretion.

43. The Settling Respondent agrees to pay the reasonable costs incurred by EPA to review any subsequent requests for consent to assign or transfer the benefits conferred by this Agreement.

44. In the event of an assignment or transfer of the Property or an assignment or transfer of an interest in the Property, the assignor or transferor shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Agreement except as EPA and the assignor or transferor agree otherwise and modify this Agreement, in writing, accordingly. Moreover, prior to or simultaneous with any assignment or transfer of the Property, the assignee or transferee must consent in writing to be bound by the terms of this Agreement including but not limited to the certification requirement in Section VIII of this Agreement in order for the Covenant Not to Sue in Section IX to be available to that party. The Covenant Not To Sue in

Section IX shall not be effective with respect to any assignees or transferees who fail to provide such written consent to EPA.

XIII. DISCLAIMER

45. This Agreement in no way constitutes a finding by EPA as to the risks to human health and the environment that may be posed by contamination at the Property or the Site nor constitutes any representation by EPA that the Property or the Site is fit for any particular purpose.

XIV. DOCUMENT RETENTION

46. The Settling Respondent agrees to retain and make available to EPA all business and operating records, contracts, Site studies and investigations, and documents relating to operations at the Property, for at least ten years following the effective date of this Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Respondent shall notify EPA of the location of such documents and shall provide EPA with an opportunity to copy any documents at the expense of EPA.

XV. PAYMENT OF COSTS

47. If the Settling Respondent fails to comply with the terms of this Agreement, including, but not limited to, the provisions of Section IV (Payment), or Section V (Work to be Performed) of this Agreement, Settling Respondent shall be liable for all litigation and other enforcement costs incurred by the United States to enforce this Agreement or otherwise obtain compliance.

XVI. NOTICES AND SUBMISSIONS

48. All notices, documents and communications ("Notices") which any of the Parties may be required or desire to be given under this Agreement, unless otherwise specified herein, shall be in writing and shall be given personally, by U.S. Mail, reputable overnight delivery service or by facsimile transmission (with, in the case of a facsimile transmission, confirmation by a reputable overnight delivery service or U.S. Mail) to each of the persons at the following addresses:

United States Environmental Protection Agency

Marie M. Rongone
Senior Counsel
ORC-3
U.S. EPA Region IX
75 Hawthorne St.
San Francisco, CA 94105
Telephone: (415) 744-1313
Facsimile: (415) 744-1041

with copies to:

Remedial Project Manager
Pollock Superfund Site
SFD-7-4
U.S. EPA Region IX
75 Hawthorne St.
San Francisco, CA 94105

The EPA may change its address for notices by giving written notice of such change to the Settling Respondent.

San Fernando Road Holdings, LLC
C/o Calvert Industrial Trust
2 Center Plaza
Suite 200
Boston, MA 02108-1906
Attention: Ms. Jean M. Murphy
Telephone: (617) 723-7401
Facsimile: (617) 722-8237

The Settling Respondent may change its address by giving written notice to EPA.

XVII. EFFECTIVE DATE

49. Settling Respondent has taken possession and control of the Property at its own risk prior to the United States' execution of this Agreement and prior to the initiation of the public comment period specified in Section XXI (Public Comment) of this Agreement. If the United States executes this Agreement and the United States does not withdraw or modify its consent to this Agreement after reviewing public comments, then the effective

date of this Agreement shall be the date upon which Settling Respondent took possession or control of the Property, which is April 22, 1999. If the United States does not execute this Agreement, or if the United States withdraws or modifies its consent to this Agreement after reviewing public comments, then there is no Agreement and no effective date.

XVIII. TERMINATION

50. If any Party believes that any or all of the obligations under Section VI (Access/Notice to Successors in Interest) are no longer necessary to ensure compliance with the requirements of this Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the party requesting such termination receives written agreement from the other party to terminate such provision(s).

XIX. CONTRIBUTION PROTECTION

51. With regard to claims for contribution against Settling Respondent, the Parties hereto agree that the Settling Respondent is entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in this Agreement. The matters addressed in this Agreement are Settling Respondent's liability arising from its ownership of the Property for all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person with respect to the Existing Contamination.

52. The Settling Respondent agrees that with respect to any suit or claim for contribution brought by it for matters related to this Agreement it will notify the United States in writing no later than 60 (sixty) days prior to the initiation of such suit or claim.

53. The Settling Respondent also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Agreement it will notify in writing the United States within 10 (ten) days of service of the complaint on Settling Respondent.

XX. EXHIBITS

54. Exhibit 1A shall mean the description of the Fee Portion of the Property that is the subject of this Agreement.

55. Exhibit 1B shall mean the description of the Ground Lease Portion of the Property that is the subject of this Agreement.

56. Exhibit 2 shall mean the map depicting the Site.

57. Exhibit 3 shall mean the Cleanup Order.

XXI. PUBLIC COMMENT

58. This Agreement shall be subject to a 30 (thirty) day public comment period, after which EPA or the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper or inadequate.

IT IS SO AGREED:
SAN FERNANDO ROAD HOLDINGS, LLC,
a Delaware limited liability company

BY: CABOT INDUSTRIAL PROPERTIES, L.P.,
a Delaware limited partnership,
as Managing Member

BY: CABOT INDUSTRIAL TRUST,
as General Partner

BY: Jean M. Murphy February 7, 2000
Name: Jean M. Murphy
Title: Vice President

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: Keith A. Takata
Keith A. Takata
Director, Superfund Division
Region 9

4-7-00
Date

IT IS SO AGREED:
UNITED STATES DEPARTMENT OF JUSTICE

BY:

Lois J. Schiffer
Lois J. Schiffer
Assistant Attorney General
Environment and Natural Resources Division

4/2/20
Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

July 20, 2000

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Cabot Industrial Trust
attention: Ms. Jean M. Murphy
2 Center Plaza
Suite 200
Boston, MA 02108-1906

Re: San Fernando Valley Pollock Superfund Site -- Agreement
and Covenant Not to Sue San Fernando Road Holdings, LLC, EPA
Docket # 2000-04.

Dear Ms. Murphy:

Enclosed is a copy of the executed Agreement and Covenant Not to Sue for the above-referenced property ("Agreement"). Notice of the Agreement was published in the Federal Register on June 15, 2000. EPA has received no comments on the Agreement and I am authorized to inform you that EPA and the United States have determined not to withdraw their approval of the Agreement.

According to Section IV of the Agreement, payment is due within fifteen days of your receipt of this notice. Payment and notification of payment should be made in accordance with the instructions in that section. I would appreciate it if you could also copy me on that correspondence.

Mr. Todd E. Stark, Esq.
July 20, 2000
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Should you have any questions, please do not hesitate to
telephone me at (415) 744-1313.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie M. Rongone".

Marie M. Rongone
Senior Counsel

cc: Todd Stark, Esq.
Loren Henning, Chief, HI/NV/CA Cleanup Section
Mike Rockett, Esq.